(a) Call itself "authorized dealer,"

(b) Display MANUFACTURER logo and other MANUFACTURER materials in its showrooms and on salesperson's business cards.

(c) Receive technical bulletins detailing potential car problems from MANUFACTURER;

(d) Train its technicians with MANUFACTURER;

(e) Use only MANUFACTURER-trained technicians to repair and maintain cars under MANUFACTURER warranties;

(f) Create an impression that DEALER sells cars for MANUFACTURER; and

(g) Holding it out as the seller of cars and provider of car repair services without informing its patrons that DEALER, whom MANUFACTURER considers to be a non-agent, provides the seller of the goods.

(h) Requiring the PLAINTIFF to seek redress of warranty issues first from the authorized dealer.

(i) Requiring the DEALER to present; explain and honor the express warranty given by the MANUFACTURER.

11. PLAINTIFF reasonably concluded that DEALER was an agent of MANUFACTURER, in that PLAINTIFF thought that the transaction took place between PLAINTIFF and MANUFACTURER.

(a) Based on this reliance the PLAINTIFF purchased the VEHICLE from the MANUFACTURER thus undertaking a large financial expenditure.

12. PLAINTIFF'S reliance was justified, and PLAINTIFF suffered harm as a result of the actions or inactions of DEALER as an agent of MANUFACTURER.

FACTS ALLEGING ACTUAL AGENCY RELATIONSHIP BETWEEN MANUFACTURER AND DEALER

13. Upon information and belief pursuant to the franchise agreement between DEALER and MANUFACTURER, MANUFACTURER exercises control over DEALER with respect to:

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